



ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY

1333 BROADWAY, SUITE 220 • OAKLAND, CA 94612 • PHONE: (510) 836-2560 • FAX: (510) 836-2185
E-MAIL: mail@accma.ca.gov • WEB SITE: accma.ca.gov

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April 18, 2005

REQUEST FOR PROPOSALS for Transit Operations and Traffic Engineering Analysis for the Grand-MacArthur BRT Project in Oakland

Dear Consultant:

The Alameda County Congestion Management Agency (ACCMA) invites your firm to submit a proposal to provide services required for the preparation of the Transit Operations and Traffic Engineering Analysis for the **Grand-MacArthur BRT Project** in the Bay Bridge-West Grand Avenue-20th Street-Harrison Street-Grand Avenue-MacArthur Boulevard Corridor in Oakland. In addition, the consultant will design Transit Signal Priority (TSP) improvements for 7 signalized intersections on Grand Avenue.

The full Request for Proposals (RFP), which outlines the qualifying criteria and specific requirements for the desired services, may be downloaded from the ACCMA website at:

http://www.accma.ca.gov/pages/rfps_rfqs.shtml

A pre-proposal meeting will be held on **April 25, 2005 at 2:00 PM** in the Alameda County CMA board room at 1333 Broadway, Suite 220, Oakland, CA.

All proposals shall be received **no later than 4:00 PM on May 19, 2005**. Failure to comply will result in disqualification. **Faxed or emailed proposals are not acceptable.**

Sincerely,

A handwritten signature in black ink, appearing to read "Cyrus Minoofar".

Cyrus Minoofar, P.E.
Program Manager

REQUEST FOR PROPOSALS
for
Transit Operations and Traffic Engineering Analysis
for the Grand-MacArthur BRT Project in Oakland

RFP A05-006

Issued by:

Alameda County Congestion Management Agency

RESPONSES DUE:

May 19, 2005 at 4:00 PM,

Alameda County Congestion Management Agency
1333 Broadway, Suite 220,
Oakland, CA 94612

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REQUEST FOR PROPOSALS
for
Transit Operations and Traffic Engineering Analysis for the Grand-MacArthur
BRT Project in Oakland

1.0 INTRODUCTION

The Alameda County Congestion Management Agency (ACCMA) is responsible for planning, programming, and coordination of Federal, State, and Regional funds for transportation projects within the Alameda County. Over the last few years, the ACCMA has partnered with other state and local agencies and taken on additional responsibilities in the delivery of priority projects on and off the State Highway System. As part of this effort, in cooperation with AC Transit and the City of Oakland, ACCMA will be developing the **Grand-MacArthur BRT Project** in the Bay Bridge-West Grand Avenue-20th Street-Harrison Street-Grand Avenue-MacArthur Boulevard Corridor in Oakland.

2.0 IMPLEMENTATION OF THE GRAND-MACARTHUR BRT PROJECT

2.1 Background

As part of the SMART Corridors Program, ACCMA helped AC Transit implement a BRT Stage 1 (branded as “Rapid Bus”) corridor along San Pablo Avenue from downtown Oakland to Contra Costa College in the City of San Pablo. AC Transit’s San Pablo *Rapid Bus*, line 72R, the first of its kind in the greater San Francisco Bay Area, has been in operation since the summer of 2003. The San Pablo BRT project reduced travel times and resulted in ridership increases. Because of the success of the BRT concept, AC Transit is now planning additional BRT Corridors as mentioned above and discussed in more detail below.

AC Transit currently operates frequent Transbay bus service in the Grand-MacArthur Corridor. This service is provided by Line NL—MacArthur Transbay Limited. The service operates from Eastmont Transit Center at 73rd Avenue and MacArthur Boulevard to San Francisco via the Corridor, and provides 15 minute service frequencies. AC Transit is scheduled to extend the service to MacArthur and 106th Avenue, and increase service to every 12 minutes in September 2005 with Regional Measure 2 (RM2) operating funds. Bus stops are located about every 2,500 to 3,000 feet.

2.2 Project Description

The **Grand-MacArthur BRT Project** will include the Bay Bridge-West Grand Avenue-20th Street-Harrison Street-Grand Avenue-MacArthur Boulevard Corridor in Oakland. The Corridor encompasses MacArthur Boulevard from 106th to Grand Avenue, Grand Avenue from MacArthur to West Grand, Harrison from Grand to 20th Street, 20th Street from Harrison to San

Pablo, and West Grand to the Maritime entrance to the Bay Bridge. Although the portion of the Corridor on Grand from Harrison to West Grand does not have transit service but it is an important alternate route to I-580 for deadheading buses.

In order to ensure that AC Transit achieves the same level of success as with the San Pablo BRT project, ACCMA and AC Transit are envisioning that the **Grand-MacArthur BRT Project** will use many of the concepts implemented for the San Pablo corridor, including new low-floor buses; bus shelters, Bus Arrival Information System, limited number of stops, and Transit Signal Priority system. The scope of the consultants work includes a transit systems analysis, resulting in recommendations for improvements to street elements which impact transit operations and transit patronage. The consultant will be responsible for developing and recommending system-wide goals and objectives, and the criteria for each system element, in order to justify changes in street operations, transit services and capital improvements. The consultant may recommend improvements that would result in BRT Stage 2 facilities, but these recommendations must be justified on the basis of the adopted criteria that the consultant will develop in Task 1.

This study is similar to the initial study performed for the San Pablo Corridor about four years ago. A key difference is that the agencies now have experience with signal priority measures, and are confident those measures would be included in any analysis of the Grand-MacArthur Corridor. AC Transit has been awarded TFCA funds to improve the signals on Grand Avenue to improve bus operations, and therefore this physical work is also included in this study.

The TSP system implementation along San Pablo is using 3M's Opticom detectors and emitters. Opticom is connected to the various traffic controller systems used along the San Pablo Avenue corridor. The signal controller systems currently in use are Caltrans' CTNET and BiTran System's QuicNet/4. It is anticipated that the same controller systems will be used for the **Grand-MacArthur BRT Project**. Further efficiencies were achieved through traffic signal modifications such as traffic signal actuations, and installation pedestrian push-buttons. The San Pablo BRT is a headway-based system running at 12-minute headway.

2.3 Preliminary Project Schedule

The preliminary project schedule is shown in the table below:

Milestone	Completion Date
Select Consultant	June 2005
Initiate Transit Operations and Traffic Engineering Analysis	June 2005
Initiate Design of Capital Improvements for Seven Intersections	August 2005
Complete Transit Operations and Traffic Engineering Analysis	March 2006
Complete Design of Capital Improvements for Seven Intersections	March 2006
Advertise Capital Improvement Project (Seven Intersections)	April 2006
Award Construction Contract	May 2006
Start Construction	June 2006

3.0 SERVICES TO BE PROVIDED

The ACCMA intends to retain a qualified and committed professional engineering firm/team to be part of the ACCMA Project Delivery Team (PDT). The consultant will provide services required for the preparation of the Transit Operations and Traffic Engineering Analysis for the **Grand-MacArthur BRT Project** in the Bay Bridge-West Grand Avenue-20th Street-Harrison Street-Grand Avenue-MacArthur Boulevard Corridor in Oakland. In addition, the consultant will design Transit Signal Priority (TSP) improvements for the following 7 signalized intersections on Grand Avenue:

- Grand Avenue/Harrison Street
- Grand Avenue/Bay Place
- Grand Avenue/Bellevue Avenue
- Grand Avenue/Perkins Street
- Grand Avenue/Staten Avenue
- Grand Avenue/Euclid Avenue
- Grand Avenue/Embarcadero

The selected consultant will work closely with ACCMA (including its staff and Program Management Consultant) and AC Transit, as well as the City of Oakland.

3.1 Scope of Services

Tasks that ACCMA will require from the successful firm in preparing the plan will include, but are not limited to, the following:

Task 1 – Development of Project Goals, Objectives, and System Engineering Report

1. Together with ACCMA and other stakeholders in the project, consultant shall develop a consistent set of project goals and objectives.
2. Consultant shall develop a system engineering report, which should identify strategies and tasks to achieve the project objectives and include criteria to be used to identify opportunities for improvements and to justify any improvement recommendations. An example for objectives could include increasing the speed of transit service. Consultant should identify and quantify trade-offs in terms of degradation in traffic conditions or loss of automobile parking and should develop criteria that can be used to present options to policymakers. Develop consensus and obtain approval for the system engineering report among all project stakeholders.
3. Consultant shall ensure that the system engineering report complies with any existing Intelligent Transportation Systems (ITS) architecture and standards such as NTCIP and TCIP.
4. Obtain environmental clearance for the system engineering analysis and modifications to the 7 intersections (expected to be categorical exemption under CEQA).

Task 2 – Inventory and Evaluation of Existing Conditions

1. Traffic conditions, including but not limited to mid-block machine counts, intersection turning movement counts, travel and delay study, pedestrian and bicycle counts, per intersection and route segment for AM, PM, peak, and mid-day periods.

MacArthur Boulevard

- a. 73rd to High Street
- b. High Street to Fruitvale
- c. Fruitvale to Grand

Grand Avenue

- d. MacArthur to Broadway

Harrison Street

- e. Grand to 20th Street

20th Street

- f. Harrison to San Pablo Avenue

West Grand Avenue

- g. Broadway to Mandela

West Grand Avenue-Maritime Structure

- h. Mandela to Toll Plaza

Intersection Operations

- i. Various intersections including Grand/Lakeshore, MacArthur/Park, MacArthur/Fruitvale, MacArthur/35th, MacArthur/High Street, MacArthur/73rd, etc.

2. Transit Operations Analysis

- a. Speed and reliability per segment (includes both AM and PM conditions, as well as midday (base) conditions).
- b. Patronage per segment, by peak hour and all day.
- c. Patronage per stop (all day).
- d. Transit amenities. (Note: AC Transit has stop by stop data available for Line NL as of September 2004).

- 3. Collect all necessary all necessary documents such as drawings, as-builts, aerial photos, traffic signal timing plans, etc., for the seven intersections as identified under Task 5.

Task 3 – Analysis of Existing Service; Recommendations for Changes/Improvements

- 1. Analyze existing bus stop locations and recommend changes to existing service if necessary. Survey existing passengers to determine previous mode choices, as well as length, type, and time of trips, etc. Prepare report. Analyze existing stop locations to determine reasonableness and adherence to overall service objectives and criteria. Recommend changes if necessary.
- 2. Analyze corridor and the need for traffic signal upgrades, signal interconnect, and signal timing coordination and make recommendations of any changes necessary.
- 3. Identify provision of BRT and local service in corridor.
- 4. Analyze future land use changes in corridor to inform recommended service plan.
- 5. Develop three weekday transit service plans for corridor, comparing costs and patronage estimates. Identify ridership, operating costs, consistency with project goals and objectives, consistency with AC Transit Service deployment policies, consistency with AC Transit “Designing with Transit” guidebook, capital costs, and fleet requirements.
- 6. Recommend overall weekday transit service plan for corridor; estimate transit patronage and operating costs in years 2010 and 2025, and recommend complementary weekend

service plan, also detailing patronage and cost.

7. Conduct a cost-benefit analysis, outlining improvements such as traffic signal modifications, operational improvements through intelligent transportation system (ITS) enhancements, transit signal priority (TSP), etc. under certain scenarios and budget levels. Based upon the cost-benefit analysis, recommend enhancements to be made along the corridor to further improve traffic flows.
8. Identify bus stops, curb and sidewalk improvements as appropriate.
9. Identify other improvements, including, but not limited to, queue jumps, dedicated bus lanes, street geometric changes for transit, high occupancy vehicle lanes, passenger amenities and information, and other improvements for traffic management along the corridor.
10. Develop a specific plan for Task 2.1.h (West Grand, Mandela to Toll Plaza) to increase bus and HOV speeds and reduce delays. Plan should include a low capital cost component (if practical), leading to a larger capital cost project. Tasks 3.9 and 3.10 (this task) may involve conceptual planning leading to further study, depending upon the scope of changes and the impact of the improvements.
 - a. Consultant will identify alternatives for operational improvements at the Maritime St/West Grand intersection, including the potential of extending the HOV lane on the I-880 NB on-ramp.
 - b. Provide evaluation of the impact on this project of potential modification to allow FasTrak vehicles to use existing HOV lane on I-880 slip ramp.

Task 4 – Traffic Operations Analysis at Intersections

Consultant should include intersection operations at locations identified in Task 2.1.i, and also address how the overlapping Rapid systems will operate (where the San Pablo Rapid overlaps with the MacArthur Rapid).

Task 5 – Traffic signal Modifications and Transit Signal Priority System

Consultant will design TSP improvements for the following 7 signalized intersections on Grand Avenue. The TSP improvements would include traffic signal modifications, traffic signal interconnection, traffic signal cabinet and controller upgrades, TSP activation hardware and software (Opticom) and traffic signal timing.

- Grand Avenue/Harrison Street
- Grand Avenue/Bay Place
- Grand Avenue/Bellevue Avenue
- Grand Avenue/Perkins Street
- Grand Avenue/Staten Avenue
- Grand Avenue/Euclid Avenue

- Grand Avenue/Embarcadero

Consultant should ensure that all plans and concepts, including sidewalk widths, bus bulbs and islands, lane widths, etc., are consistent with Oakland, Caltrans (where applicable) and AC Transit standards. Consultant should strive to incorporate standard elements and equipment currently used in the San Pablo Rapid Service, within reason. The objective of this standardization is to allow for continuity of implementation, and efficiency of maintenance and operations.

Task 6 – Other and Administrative Tasks

1. Prepare and facilitate execution of all necessary agreements between the project stakeholders to allow implementation of the improvements, and overall operations and management of the system.
2. Assist and prepare grant applications and funding allocation requests on behalf of the project stakeholders for future phases of the recommended improvements.
3. Prepare and present periodic reports to the Technical Advisory Committees, Board of Directors, and City Councils as required.
4. Prepare monitoring reports required by funding agencies such as MTC or the BAAQMD.
5. Assist ACCMA in the procurement of equipment such as traffic signal equipment, CCTV cameras, video streaming processors, and mid-block non-intrusive vehicle detectors. Such equipment shall be consistent and compatible with other equipment in use by the City of Oakland and East Bay SMART Corridors Program.
6. Construction support through interaction with the construction management resources, equipment vendors, and telecommunication service providers.

4.0 DBE REQUIREMENTS

The ACCMA has adopted a DBE program with the intention to encourage participation of disadvantaged business enterprises. However, since this work is being fully funded with local and state funds, there are no DBE requirements for the services requested through this RFP. However, the ACCMA does encourage the participation of disadvantaged business enterprises.

5.0 PROPOSAL SUBMITTAL REQUIREMENTS

Please prepare your proposal in accordance with the following requirements:

5.1 Proposal

The proposal (excluding resumes and the transmittal letter) shall not exceed a total of the equivalent of 35 single-sided, 8.5" x 11" pages. Resumes should be included in an appendix.

5.2 Transmittal Letter

The proposal shall be transmitted with a cover letter describing the firm/team's interest and commitment to the proposed project. The letter shall state that the proposal shall be valid for a 90-day period and should include the name, title, address, email, and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process. The person authorized by the firm/team to negotiate a contract with ACCMA shall sign the cover letter.

Address the cover letter as follows:

Cyrus Minoofar, P.E.
Principal Transportation Engineer
Alameda County Congestion Management Agency
1333 Broadway, Suite 220
Oakland, CA 94612

5.3 Project Understanding

This section should clearly convey consultant's understanding of the nature of the work, including coordination with and approvals from ACCMA, AC Transit, and any other affected agency.

5.4 Approach and Management Plan

This section should provide the firm's/team's proposed approach and management plan for providing services. Include an organization chart showing the proposed relationships among consultant staff and ACCMA staff, as well as any other parties that may have a significant role in the delivery of this project.

5.5 Qualifications and Experience

The proposal should provide the qualifications and experience of the consultant team that will be available for the **Grand-MacArthur BRT Project**. Please emphasize the specific qualifications and experience from projects similar to this project for the Key Team Members. Key Team Members are expected to be committed for the duration of the project. Replacement of Key Team Members will not be permitted without prior consultation with and approval of the ACCMA.

5.6 Staffing Plan

The proposal should provide a staffing plan (by quarter) and an estimate of the **total hours** (detailed by position) required for preparation of the Transit Operations and Traffic Engineering Analysis and design of the TSP improvements for 7 signalized intersections on Grand Avenue for the **Grand-MacArthur BRT Project**. The staffing plan should also identify the hours required to complete each of the major tasks, as well as a summary of the hours by task and the overall project. Discuss the workload, both current and anticipated, for all Key Team Members, and their capacity to perform the requested services according to your proposed schedule. Discuss the firm/team's approach for completing the Final Design services for this project within budget.

5.7 Work Plan and Schedule

This section should include a description of how each task of the project will be conducted, identification of deliverables for each task and subtask, as well as an implementation schedule. The work plan should include sufficient detail to demonstrate a clear understanding of the project. Discuss the firm/team's approach for completing the project (as well as providing other design support services that may be requested for this project).

The schedule or schedules should support the preliminary schedule discussed in [Section 2.3](#) above.

5.8 Additional Relevant Information

Provide additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages).

5.9 References

For each key team member, provide at least three references (names and current phone numbers) from recent work (previous three years) similar or relevant to the **Grand-MacArthur BRT Project**. Include a brief description of each project associated with the reference, and the role of the respective team member.

5.10 Submittal of Proposals

Ten (10) copies of your proposal are due at the ACCMA offices no later than the time and date specified in [Section 7.0](#) below. Envelopes or packages containing the proposals should be clearly marked, "**Proposals Enclosed.**"

6.0 SELECTION OF CONSULTANT

The overall process will be to evaluate the technical components of all the proposals completely and independently. The proposals will be evaluated based on the following criteria:

1. Qualifications and specific experience of key team members.
2. Project understanding and approach, including an understanding of ACCMA, AC Transit, and other agency review, approval and coordination processes.
3. Experience with similar types of projects.
4. Satisfaction of previous clients.
5. Schedule and capacity to provide qualified personnel.

Two or more of the firms/teams may be invited for interviews. The project manager and key team members should attend the interview. The evaluation/interview panel may include representatives from ACCMA, AC Transit, and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. Costs for travel expenses and proposal preparation shall be borne by the consultants.

Once the top firm/team has been determined, ACCMA staff will start contract negotiations with the firm/team. If contract negotiations are not successful, the second ranked firm/team may be asked to negotiate a contract with ACCMA, and so on. Provided negotiations are proceeding well, ACCMA may elect to initiate a portion of the work scope with a Notice to Proceed (NTP), prior to execution of the contract.

7.0 SELECTION PROCESS DATES

<i>Date</i>	<i>Time</i>	<i>Activity</i>
April 25, 2005	2:00 PM	Pre-proposal meeting at ACCMA.
April 26, 2005	5:00 PM	Questions due. All questions must be submitted in writing.
May 19, 2005	4:00 PM	Proposals due at: Alameda County Congestion Management Agency 1333 Broadway, Suite 220 Oakland, CA 94612 <i>Late submittals will not be accepted.</i>
June 6, 2005	9:00 AM – 4:00 PM	Tentative date for consultant selection interviews. (If needed.)

If you have any questions regarding this RFP, please contact:

Cyrus Minoofar, P.E.
Principal Transportation Engineer, ACCMA
Phone (510) 836-2560
Fax (510) 836-2185
cminoofar@accma.ca.gov

8.0 GENERAL CONDITIONS

A. Limitations

This RFP does not commit the Alameda County CMA to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. Rejection of Proposals

The Alameda County CMA reserves the right to reject any or all proposals.

C. Award

All finalists may be required to participate in negotiations and to submit such price; technical or other revisions of their proposals as may result from negotiations. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical viewpoint.

D. Work Scope Modifications

The Alameda County CMA reserves the right to request changes to the staffing and/or scope of services contained in any of the proposals and to enter negotiations with any of the proposers regarding their submittal.

E. Contract

A sample contract is shown in Attachment B. It is expected that the terms of the contract will be acceptable to the consultant.

F. Non - Discrimination

Contractors shall not discriminate on the basis of race, color, national origin, sex, or physical disability in the performance of ACCMA contracts

G. Levine Act

Selected consultants will be required to disclose on the record any contribution of more than \$250.00 which they have made to an ACCMA Board member within the twelve-month period preceding the submittal deadline of this RFP. This applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation, which is part of your team. If you have made a contribution which needs to be disclosed you must provide written notice of the date, amount and receipt of the contribution(s) to ACCMA's Executive Director, Dennis Fay. This information will need to be provided before the ACCMA can approve any contract

9.0 ATTACHMENTS

The following documentation is attached:

9.1 Attachment A - List of Firms That Received This RFP

9.2 Attachment B - Sample Contract

ATTACHMENT A

List of Firms That Received This RFP

List of Firms That Received This RFP

Company	Address Line	City	State	Zip
3J Construction Company	36136 Perkins Street	Fremont	CA	94536
Abrams Associates	2815 Mitchell Drive, Suite 100	Walnut Creek	CA	94598
ACEx Technologies, Inc.	1177 65th Street	Oakland	CA	94608
Ackland International, Inc.	333 Hegenberger Road, Suite 511	Oakland	CA	94621
Albert Y. Seto Corp.	1555 Yosemite Avenue, #48	San Francisco	CA	94124
Alpha Construction & Eng.	45665 Willow Pond Plz.	Sterling	VA	
AMC Consulting Engineers	360 22nd Street, Suite 688	Oakland	CA	94612
Anil Verma Associates Inc.	444 So. Flower Street, Suite 1688	Los Angeles	CA	90071
ANSE Consulting Structural Engineers	1624 Franklin Street, Suite 1200	Oakland	CA	94612
Aquifer Sciences, Inc.	3680 A Mt. Diablo Blvd.	Lafayette	CA	94549
Avacon Corporation	1300 South Valley Vista	Diamond Bar	CA	91765
Awad & Barjoud	22 Wawona Street	San Francisco	CA	94127
Azari Engineering, Inc.	5356 Clayton Rd. #201	Concord	CA	94521
Bay Cities Paving & Grading	5029 Forni Drive	Concord	CA	94520
Berryman & Henigar	6150 Stoneridge Mall Road, Suite 370	Pleasanton	CA	94588
Beyaz & Patel, Inc.	800 South Broadway, Ste. 200	Walnut Creek	CA	94596
Biggs Cardosa Associates	1871 The Alameda, Suite 200	San Jose	CA	95126
Brady Associates	1940 The Alameda, Suite 200	Berkeley	CA	94710
BSK & Associates	1181 Quarry Lane, Bldg. 300	Pleasanton	CA	94566
Cabellon Associates	153 Kearny Street, Ste. 330	San Francisco	CA	94108
Cambridge Systematics, Inc.	1300 Clay Street, Suite 1010	Oakland	CA	94612
Carl Chan	1417 Lake Chabot Road	San Leandro	CA	94577
Carona Engineers, Inc.	560 14th Street	Oakland	CA	94612
Catalino B. Cecilio, P.E., P.H.	2009 Carigan Way	San Jose	CA	
Centennial Civil Engineers, Inc.	5000 Hopyard Road, Suite 100	Pleasanton	CA	94588
CGR Management Consultants	407 Scenic Avenue	Piedmont	CA	94611
CH2M Hill	155 Grand Avenue, Suite 1000	Oakland	CA	94612
Chaudhary & Associates, Inc.	3272 Villa Lane	Napa	CA	94558
CTJ Corporation	1326 West Winton Avenue	Hayward	CA	94545
Culver Group	6580 Regional Street, Suite 210	Dublin	CA	94568
Design Engineers Group	2175 The Alameda, Suite 100	San Jose	CA	95126
Diaz Yourman & Associates	17421 Irvine Blvd.	Tustin	CA	92780
DKI Group Engineers, Inc.	9 Turnberry Lane	Clifton Park	NY	12065
DKS Associates	1956 Webster St. Ste 300	Oakland	CA	94610
Dowling Associates	180 Grand Avenue, Suite 995	Oakland	CA	94612
Dyett Bhatia Urban Regional Planners	70 Zoe Street	San Francisco	CA	94107
E. C. Jiu Associates, Inc.	360 22nd Street, Suite 488	Oakland	CA	94612
E2 Consulting Engineers, Inc.	1900 Powell Street, Suite 250	Emeryville	CA	94608
EAR Management, Inc.	2175 Sampson Avenue, Ste. 118	Corona	CA	92879
Earth Mechanics, Inc.	17660 Newhope St., Suite E	Fountain Valley	CA	92708
Earthquake & Structures, Inc.	6355 Telegraph Avenue, Suite 101	Oakland	CA	94609
EDAW	753 Davis Street	San Francisco	CA	94111
EIP Associates	601 Montgomery Street, Suite 500	San Francisco	CA	94111
EnviroCom	13807 Bancroft Avenue	San Leandro	CA	94578
Environmental Science Associates	225 Bush Street, Suite 1700	San Francisco	CA	94109
EPC Consultants, Inc.	655 Davis Street	San Francisco	CA	94111
Fehr and Peers Associates	3685 Mt. Diablo Blvd., Suite 200	Lafayette	CA	94549
Fraser Engineering, Inc.	2191 El Camino Real	Oceanside	CA	92054
Gardner Consulting Planners	811 Wilshire Blvd., 18th Floor	Los Angeles	CA	90017
Gardner Systems	1355 Willow Way, Suite 110	Concord	CA	94520
Geocon Consultants, Inc.	5673 W. Las Positas Blvd., Suite 205	Pleasanton	CA	94588
Geotecnia	1624 Armstrong Court	Concord	CA	94521
Ghirardelli Associates	1970 Broadway, Suite 920	Oakland	CA	94612
GSC Structural Engineering	3915 Oakmore Rd.	Oakland	CA	94602
Gutierrez Construction	2600 E. 16th Street	Oakland	CA	94601
Hannaford Consulting, Inc.	2646 18th Avenue	San Francisco	CA	94116

Company	Address Line	City	State	Zip
Harris & Associates	120 Mason Circle	Concord	CA	94520
Harza Engineering Company	425 Rowland Way	Oakland	CA	94621
Hexagon Transportation Consultants, Inc.	40 South Market Street, Suite 315	San Jose	CA	94107
HNTB	1330 Broadway, Suite 1630	Oakland	CA	94612
Holmes & Narver	P.O. Box 8097	San Francisco	CA	94128
HQE	2116 North Main Street, Suite K	Walnut Creek	CA	94596
Imbsen & Associates	9912 Business Park Drive, Suite 130	Sacramento	CA	95827
Integral Strategies, Inc.	2300 Sanite Clare Plaza	Pittsburgh	PA	
Int'l Civil Eng. Consultants (ICECI)	1995 University Avenue, Ste. 119	Berkeley	CA	94704
J.P. Singh & Associates	23 Red Arrow Court	Richmond	CA	94803
JDWolfe Engineering Consultants	4229 Northgate Blvd., Suite 6B	Sacramento	CA	95834
JMEC Engineering, Inc.	2975 Treat Blvd., Suite B2	Concord	CA	94518
John T. Warren & Associates	1404 Franklin Street, 4th Floor	Oakland	CA	94612
Jones & Stokes	265 Grand Avenue	Oakland	CA	94610
JTS Engineering Consultants	1808 "J" Street	Sacramento	CA	95814
Kimley-Horn & Associates	555 12th Street, Suite 1230	Oakland	CA	94607
Kleinfelder, Inc.	7133 Koll Center Parkway, Ste. #100	Pleasanton	CA	94566
Korve Engineering	155 Grand Avenue, Suite 400	Oakland	CA	94612
L.D. Strobel Co., Inc.	P.O. Box 228	Concord	CA	94522
Lamphier & Associates	1944 Embarcadero	Oakland	CA	94606
Linda Shultz Associates	43650 Osgood Rd.	Fremont	CA	94539
Luk and Associates	399 Taylor Boulevard, Suite 288	Pleasant Hill	CA	94523
M. Lee Corporation	3075 Citrus Circle, Suite 200	Walnut Creek	CA	94598
Manna Consultants, Inc.	220 Montgomery St., Suite 438	San Francisco	CA	94104
Mariscal & Associates, Inc.	5515 Doyle Street, Suite 5	Emeryville	CA	94608
Mark Thomas & Co. Inc.	6920 Koll Center Parkway, Suite 219	Pleasanton	CA	94566
Mendoza & Associates	505 Beach Street, Ste. 205	San Francisco	CA	94133
MGE Engineering	7311 Greenhaven Drive, Suite 256	Sacramento	CA	95831
Middlebrook & Louie, Inc.	71 Stevenson Street, Suite 2100	San Francisco	CA	94105
Ming Yang Yeh & Associates, Inc.	131 West Green Street	Pasadena	CA	91105
Moffatt & Nichol Engineers	160 Franklin Street, Suite 300	Oakland	CA	94607
Multech Engineering Consultants, Inc.	1650 Zanker Road, Ste. 210	San Jose	CA	95112
Mundie & Associates	3452 Sacramento Street	San Francisco	CA	94118
Municon Consultants	1300 22nd Street, Ste. A	San Francisco	CA	94107
Nanak Engineers	P.O. Box 30986	Walnut Creek	CA	94598
Nelson/Nygaard	833 Market Street, Suite 900	San Francisco	CA	94103
Nolte & Associates	2950 Buskirk Avenue, Suite 225	Walnut Creek	CA	94596
Nordhav, Inc.	5900 Hollis Street, Ste. D	Emeryville	CA	94608
Oak Engineering	915 Ralston Ave., Ste. B	Belmont	CA	94002
Oakland Corps of Engineers & Scientists	360 22nd Street, Suite 688	Oakland	CA	94612
Ocampo-Esta Corporation	1419 Tennessee Street	Vallejo	CA	94590
Odell Robertson Consulting	326 Pala Avenue	Piedmont	CA	94611
OGISO Environmental	150 W. Iowa Avenue, Ste. 200	Sunnyvale	CA	94086
OPAC Consulting Engineers, Inc.	315 Bay Street, 2nd Floor	San Francisco	CA	94133
Paragon Transportation Services, Inc.	4849 East 12th Street	Oakland	CA	94601
Parikh Consultants, Inc.	481 Valley Way, Bldg. 1	Milpitas	CA	95035
Parsons Brinckerhoff Construction Services	3260 Lone Tree Way, Suite 104	Antioch	CA	94509
Parsons Brinckerhoff Quade & Douglas, Inc.	303 Second Street Ste. 700 North	San Francisco	CA	94107
Parsons DeLeuw, Inc.	120 Howard Street, #850	San Francisco	CA	94105
Pavao Electric	1337 Fernside Blvd	Alameda	CA	94501
PB Farradyne	303 Second Street, Suite 700 North	San Francisco	CA	94107
Pegasus Engineering	726 23rd Avenue	San Francisco	CA	94121
Pittman & Associates	1375 Sutter Street, Suite 108	San Francisco	CA	94109
Rajappan-Meyer Consulting Engineers, Inc.	1038 Leigh Avenue, Suite 100	San Jose	CA	95126
Robert Y. Chew Geotechnical, Inc.	26062 Eden Landing Road, Suite 7	Hayward	CA	94545
Robinson & Associates	4834 Mary Jane Way	San Jose	CA	95124
Rodriques & Son Painting	1298 Lynn Way	Sunnyvale	CA	94087
Santina & Thompson, Inc.	1355 Willow Way Suite 280	Concord	CA	94520

Company	Address Line	City	State	Zip
Smith Engineering & Management	5311 Lowry Road	Union City	CA	94587
SOHA Engineers	550 Kearny Street, Suite 200	San Francisco	CA	94108
SPS Engineers	436 14th Street, Suite 1029	Oakland	CA	94612
Structus, Inc.	1067 Market Street, #2000	San Francisco	CA	94103
Sverdrup Civil, Inc.	1340 Treat Blvd., Suite 208	Walnut Creek	CA	94596
Technical Data Corporation	5108 Christie Avenue, Suite 275	Emeryville	CA	
Tectonics	1500 Park Avenue	Emeryville	CA	94608
Telamon Engineering Consultant	445 Grant Avenue, Suite 600	San Francisco	CA	94108
The Crosby Group	726 Main Street	Redwood City	CA	94063
The Duffey Company	414 Jackson Street, Suite 404	San Francisco	CA	94111
Thomas C. Jee & Associates, Inc.	582 Market Street, Suite 516	San Francisco	CA	94104
Thomson Transportation Engineering, Inc.	2969 Johnson Ave.	Alameda	CA	94501
TJKM Transportation	5960 Inglewood Drive, Suite 100	Pleasanton	CA	94588
Towill Incorporated	5099 Commercial Circle, Suite 100	Concord	CA	94520
TranSystems Corporation	180 Grand Avenue, Suite 400	Oakland	CA	94612
TRS Consultants, Inc.	5000 Executive Parkway, Suite 390	San Ramon	CA	94583
TY Lin International	1440 Broadway, Suite 402	Oakland	CA	94612
URS Corporation	500 12th Street, Suite 200	Oakland	CA	94607
V & A Consulting Engineers	1999 Harrison Street, Ste. 975	Oakland	CA	94612
VP Engineering	1430 Woodland Forest Lane	Stone Mountain	GA	30083
W. Koo & Assoc., Structural Engineers	600 City Parkway West, Suite 310	Orange	CA	92868
W. Koo & Associates	2025 Gateway Place, Suite 357	San Jose	CA	95110
Washington Infrastructure Services, Inc.	2633 Camino Ramon, Suite 450	San Ramon	CA	94583
Wendy Lopez & Associates	1825 Market Center Blvd.	Dallas	TX	75027
Wilbur Smith & Associates, Inc.	1145 Market Street, 10th Floor	San Francisco	CA	94103
Willdan Associates	609 Gregory Lane, Suite 200	Pleasant Hills	CA	94523

ATTACHMENT B

Sample Contract

AGREEMENT
between the
ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY
and

This AGREEMENT is made and entered into as of the latest date appearing on the signature page below, by and between the ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY, a joint powers agency (“CMA”) and _____ /a _____ (state) _____ corporation/ /a _____ (state) _____ partnership/ /a _____ (state) _____ limited liability company/ /a sole proprietorship/, with a place of business at _____, _____ (City) _____, CA (“CONSULTANT”).

RECITALS

WHEREAS, CMA has defined and developed the _____
_____ *[describe project]* (“PROJECT”);

WHEREAS, CMA desires to secure *[professional services / describe]* necessary for said PROJECT; and

WHEREAS, CONSULTANT represents that it possesses the professional qualifications and expertise to provide such services;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

CMA hereby contracts with CONSULTANT and CONSULTANT hereby accepts such contract to perform the services upon the terms and subject to the conditions and in consideration of the payments set forth in this AGREEMENT. CONSULTANT promises, covenants and agrees to

diligently pursue the work to completion in accordance with the schedule and under the terms and conditions set forth herein.

ARTICLE I

A. GENERAL.

1. The PROJECT. The PROJECT which is the subject of this AGREEMENT is more particularly described in **Appendix A**, “Detailed Scope of Work,” attached hereto and by this reference incorporated herein.

2. Scope of Services. Except as may be specified elsewhere in the AGREEMENT, CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the work in **Appendix A**, as further defined in **Appendix D**, “Project Cost Proposal,” attached hereto and by this reference incorporated herein.

3. Term. The term of the AGREEMENT shall be from the date of Notice to Proceed with the services until the completion of the PROJECT pursuant to the Schedule of Work, to the satisfaction of CMA as evidenced by the Notice of Final Acceptance unless terminated earlier pursuant to **Article I, Section B**, below.

4. Compensation.

a. Compensation by CMA to CONSULTANT will be on the cost basis set forth in **Appendix D**.

b. Total compensation for services to be performed under this AGREEMENT will not exceed \$ _____, including Direct Expenses but excluding taxes, and CONSULTANT shall not be obligated to perform additional services beyond the scope of this AGREEMENT or incur costs which would cause this amount to be exceeded, unless and until the AGREEMENT has been formally amended in writing.

c. The aggregate amount was computed based on **Appendices A and D**.

5. CMA’s Representative. CMA hereby designates its Executive Director to be its representative in administering all matters relative to the AGREEMENT. CMA’s Representative may delegate authority for specific matters to other staff members or other consultants.

6. CONSULTANT's Representative. CONSULTANT hereby designates

_____ to represent CONSULTANT with full authority under the AGREEMENT.

7. CONSULTANT's Identity and Personnel. _____ will be the key

person for the performance of services under this AGREEMENT.

CONSULTANT is the prime consultant heading a team that includes multiple subconsultant firms. The identity of the firms, their respective areas of responsibility and the key personnel who will work on the PROJECT are identified on **Appendix B**, "Key Project Personnel," attached hereto and by this reference incorporated herein. Any significant change in responsibilities among such firms, any addition or deletion of a firm (whether working as a joint venture partner or subconsultant), and any change in key personnel may be made only upon prior written approval by CMA.

CONSULTANT and its subconsultants shall notify CMA of any proposed change of ownership or fundamental structure, respectively, in CONSULTANT's firm or any subconsultants' firm. Within 30 days of such notice, CMA shall notify CONSULTANT whether CMA will approve such changed firm to continue providing services under this AGREEMENT or whether CMA will terminate this AGREEMENT or require a substitution of a subconsultant firm. Nothing in this provision shall be construed to limit CMA's right to terminate this AGREEMENT for cause or without cause as set forth in **Article I, Section B** of this AGREEMENT.

Subcontracts between CONSULTANT and other team member firms and between team member firms and other lower tier subconsultants will be subject to review and approval of CMA's representative.

8. Preliminary Review of Work. Where CONSULTANT is required to prepare and submit reports, working papers, etc. to CMA as products of the work described in the Scope of Work, these shall be submitted in draft form, and CMA shall have the opportunity to direct revisions prior to formal submission by CONSULTANT.

9. Appearance at Hearings. If and when required by CMA, CONSULTANT shall render assistance at public meetings and hearings to perform its services under the AGREEMENT as may be deemed necessary by CMA.

10. Responsibility of CONSULTANT. CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under the AGREEMENT. Neither CMA's review, acceptance, nor payment for any of the services required under the AGREEMENT shall be construed to operate as a waiver of any rights under the AGREEMENT or of any cause of action arising out of the performance of the AGREEMENT, and CONSULTANT shall be and remain liable to CMA in accordance with applicable law for all damages to CMA caused by CONSULTANT's negligent performance of any of the services furnished under the AGREEMENT.

11. Inspection of Work. It is understood that authorized representatives of CMA may inspect or review CONSULTANT's work in progress at any reasonable time.

12. Suspension, Delay or Interruption of Work. CMA may suspend, delay, or interrupt the services of CONSULTANT for the convenience of CMA. In the event of such suspension, delay, or interruption by CMA or of Excusable Delays as defined in **Article II, Section C**, equitable adjustment will be made in the PROJECT schedule, commitment and cost of CONSULTANT's personnel and subconsultants, and CONSULTANT's compensation.

13. No Third Party Beneficiaries. This AGREEMENT gives no rights or benefits to anyone other than CMA and CONSULTANT and has no third-party beneficiaries.

14. Legal Action. All legal actions by either party against the other arising from this AGREEMENT, or for the failure to perform in accordance with the applicable standard of care, or any other cause of action, will be subject to the statutes of limitation of the State of California.

15. Survival of Indemnities. Notwithstanding the termination of this AGREEMENT and/or the breach of contract or warranty, fault, tort (including but not limited to torts based on negligence, statute or strict liability), CONSULTANT's obligations of indemnity set forth in **Article I, Section F** and any releases, limitations on indemnity, and any and all limitations on any remedies herein shall survive termination of this AGREEMENT for any cause, and **Article I, Section A, paragraph 10** and **Article I, Section F** of this AGREEMENT shall take precedence over any conflicting provision of this AGREEMENT or any document incorporated into it or referenced by it.

16. Jurisdiction. The laws of the State of California will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

17. Severability and Survival. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. Arbitration. All claims, counterclaims, disputes, and other matters in question arising out of, or relating to, this AGREEMENT or the breach thereof shall be resolved by final, binding arbitration, conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the date of execution of this AGREEMENT, except that the parties may mutually agree to a different alternative dispute resolution mechanism by jointly executing an agreement in writing describing such alternative mechanism. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. If either party refuses or fails to participate in naming an arbitrator or in the arbitration itself, the arbitrator named by the American Arbitration Association or the other party is hereby authorized to decide the dispute based upon the information presented to him/her. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding hereunder. In any arbitration proceeding hereunder, any arbitrator shall have substantial training and professional experience in the subject matter of the arbitration, but shall not have been employed by a party for at least five (5) years prior to the arbitration proceeding. No person shall be chosen as an arbitrator who has at any time been an employee or consultant of either party. All arbitration hearings shall be held at a mutually agreeable time and location within the City of Oakland, California, unless otherwise agreed by the parties. The decision of the arbitrator shall be final, conclusive and binding on the parties, absent fraud or gross error. The decision of the arbitrator may be entered as a judgment in a court of competent jurisdiction. The parties shall each be responsible for one-half of the arbitrator's fees and expenses. Any attorney-client privilege and other protections against disclosure of confidential information, including any protection afforded by the work product privilege for attorneys that could otherwise be claimed by a party shall be available to and may

be claimed by such party in any arbitration proceeding hereunder. Neither party waives any attorney-client privilege or any other privilege against disclosure of confidential information by reason of anything contained in or done pursuant to or in connection with this **paragraph 18**. All arbitration proceedings hereunder may be reported by a certified shorthand court reporter.

19. Attorneys' Fees. Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party as determined by a court or an arbitrator shall be entitled to recover reasonable expenses and attorneys' fees from the other party.

20. Final Acceptance. When CMA determines in its reasonable discretion that CONSULTANT has satisfactorily completed the Scope of Services, CMA shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination when, in its opinion, it has satisfactorily completed the Scope of Services, and if so requested, CMA shall make this determination within three weeks of such request.

21.

22. Subcontracts. Subcontracts between CONSULTANT and other team firms and between team members firm and other lower tier subconsultants will be subject to review and approval of CMA's representative. Any such subcontracts in excess of \$25,000.00 shall contain all provisions stipulated in this AGREEMENT as applicable to subconsultants.

23. The services described in the Schedule of Work shall be completed on or before _____, unless such date is extended by mutual agreement of the parties.

B. TERMINATION/CANCELLATION.

1. For Convenience. CMA may terminate this AGREEMENT. If CMA terminates the AGREEMENT for the convenience of CMA, CMA shall give CONSULTANT seven (7) days prior written notice. CONSULTANT shall be paid for services performed to the date of termination, to include a pro-rated amount of profits, if applicable, but no amount shall be allowed for anticipated profit on unperformed services. In addition to payment for services performed, CMA shall pay CONSULTANT the allowable costs incurred prior to termination, and other costs reasonably incurred by CONSULTANT to implement the termination, such as, but not limited to, subcontract termination costs and related closeout costs, if any.

2. For Cause. If CONSULTANT fails to fulfill its obligations under this AGREEMENT and CMA decides to terminate this AGREEMENT accordingly, CMA shall give CONSULTANT seven (7) days prior written notice of its intent to terminate the AGREEMENT for cause. If, at the end of the seven (7) day notice, CONSULTANT has not commenced correction of its performance, CMA may immediately thereafter exercise its right of termination.

3. Damages/Compensation. If the termination is due to the failure of CONSULTANT to fulfill its obligations under the AGREEMENT, CONSULTANT will be compensated for that portion of the work which has been completed and accepted by CMA, and for services performed to the date of termination, including a prorated amount of profit, if applicable, but no allowance for anticipated profit on unperformed services. In such case, CMA may take over the work and prosecute the same to completion by contract or otherwise, and CONSULTANT shall be liable to CMA for reasonable costs incurred by CMA in making necessary arrangements for completion of the work by others.

4. Adjustments. If, after notice of termination for failure to perform, it is determined by CMA that CONSULTANT had not so failed and CMA nonetheless desires to terminate the AGREEMENT, the termination shall be deemed to have been effected for the convenience of CMA. In such event, adjustment shall be made as provided in **Article I, Section B, paragraph 1.**

5. Rights and Remedies. The rights and remedies of the parties provided in this Section are cumulative and not exclusive, and are in addition to any and all other rights and remedies provided by law or other sections of this AGREEMENT.

6. Waivers. CONSULTANT, by executing the AGREEMENT, shall be deemed to have waived any and all claims for damages in the event of CMA's termination for convenience as provided in **Article I, Section B, paragraph 1**, except for justifiable costs of termination, including, but not limited to, subcontract termination costs as mutually agreed by CMA and CONSULTANT.

C. REVISIONS IN SCOPE OF SERVICES.

1. Change Order. CMA's representative may make changes in or additions to the Scope of Services under the AGREEMENT if such changes are agreed to by CONSULTANT, which agreement shall not be unreasonably withheld, through a written Change Order which does not

modify the overall purpose, term or compensation provisions of the AGREEMENT. No changes in the Scope of Work shall cause an increase in cost to CMA unless the change is approved in advance by a written Change Order.

2. Extra Work. At any time during the term of the AGREEMENT, CMA may order extra work to be performed by CONSULTANT. Extra work is defined as work which was not anticipated and/or contained in the AGREEMENT and which is determined by CMA to be necessary for the PROJECT. Necessary changes in the description of the Scope of Services, equitable adjustments in allowable costs, fixed fee, maximum price, term and schedule required by the Extra Work Order shall be agreed upon by the parties and incorporated herein through the execution of a written amendment to this AGREEMENT. CONSULTANT shall not perform any work or incur any costs pursuant to any Extra Work Order without prior approval by CMA. CONSULTANT's compensation shall be adjusted due to an Extra Work Order only if it has an impact on costs or terms of the AGREEMENT.

D. OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

1. Documents. Except as noted below, deliverables prepared by CONSULTANT under the AGREEMENT, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, diagrams and calculations, relative to the AGREEMENT shall become the property of CMA upon completion of the term of this AGREEMENT whether or not the PROJECT is completed. CMA shall not be limited in any way in its use thereof at any time during or after the term of this AGREEMENT, provided that any such use not within the purposes of the AGREEMENT shall be at the sole risk of CMA, and provided that CMA shall indemnify CONSULTANT against any damages resulting from such use, including the release of this material to third parties for use not intended in the AGREEMENT, and for deliverables that have been changed without CONSULTANT's written approval. All documents shall be provided in both written and electronic format.

2. Confidentiality. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, and all other written information submitted to CONSULTANT by or on behalf of CMA in connection with the performance of the AGREEMENT shall be held confidential by CONSULTANT and shall not, without the prior written consent of CMA, be used for any purposes other than the performance of the services under this AGREEMENT. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or becomes generally

known to the related industry, shall be deemed confidential. CONSULTANT shall not use CMA's name or insignia, photographs of the work, or any other publicity pertaining to the work in any magazine, trade paper, newspaper, or other news medium without the express written consent of CMA. CONSULTANT may use project technical information at will in the demonstration of expertise for purposes of describing project experience to others in the routine conduct of CONSULTANT's business with CMA's prior written consent.

E. CONSULTANT STATUS/SUBCONSULTANTS.

1. Consultant. In the performance of the services to be provided hereunder, CONSULTANT is an independent consultant and is not an employee, agent or other representative of CMA.

2. Assignment or Transfer. Services to be furnished hereunder shall be deemed to be professional services and, except as herein provided, CONSULTANT has neither the right nor the power to assign, sublet, transfer or otherwise substitute its interest in the AGREEMENT or its obligations hereunder without the prior written consent of CMA.

F. INDEMNIFICATION.

1. Duties. CONSULTANT represents and maintains that it is skilled in the technical practices necessary to perform the services, its duties and obligations, expressed and implied, contained herein, and CMA expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform all services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

2. Responsibilities. CONSULTANT agrees to defend, protect, indemnify and hold harmless CMA, its officers and employees, from and against any and all liability, claims, suits, loss, damages, costs and expenses (collectively "Claims") to the extent arising out of or resulting from any negligent acts, errors or omissions of CONSULTANT, and its officers, employees, agents or subconsultants in the performance of their services under the AGREEMENT. In the event CMA is found by a court or arbitrator to be partially liable for a Claim, CMA shall reimburse CONSULTANT for its proportionate share of the reasonable costs of defense actually expended, based on its share liability.

CMA shall provide CONSULTANT an opportunity to cure, at CONSULTANT's expense, all errors and omissions, which may be disclosed during the review of the services performed by CONSULTANT. Should CONSULTANT fail to make such corrections in a timely manner, such corrections shall be made by CMA and CONSULTANT shall pay all costs thereof.

It shall be the responsibility of CONSULTANT to provide the basic insurance requirements indicated in **Section G**, below.

G. INSURANCE.

1. Comprehensive Liability. CONSULTANT shall carry Commercial or Comprehensive General Liability Insurance and maintain aggregate limits of liability sufficient cover not less than \$1,000,000.00 per occurrence for bodily injury and \$500,000.00 per occurrence for Property Damage and Automobile Liability Insurance with limits not less than \$250,000.00 per person and \$500,000.00 per occurrence for property damage. Maintenance of said insurance shall extend throughout the entire term of this AGREEMENT. Such insurance shall add CMA, its officers, employees, agents, and, if applicable other permitting agencies as identified by CMA, while acting within the scope of this AGREEMENT, as additional insureds. Such insurance shall include the following:

- a.** All operations including use of all vehicles.
- b.** Blanket contractual liability on all written contracts, including this AGREEMENT.
- c.** Personal injury (in lieu of, or in addition to, bodily injury).
- d.** Use of watercraft, where applicable.

Subconsultants of CONSULTANT shall provide evidence of their own Commercial or Comprehensive General Liability Insurance which meets the above specifications to CMA, or be added to CONSULTANT's policy as additional insured if said policy of CONSULTANT allows such addition.

Notwithstanding the above, in the event a subconsultant, after using its best efforts, is unable to meet the insurance specifications provided in this **Section G, paragraph 1**, CMA, after examining the subconsultant's circumstances, may decide, in its sole discretion, to waive or modify any of the insurance specification requirements for such subconsultant.

2. Errors and Omissions. In addition to the requirements of **Article I, Section G, paragraph 1** above, CONSULTANT shall carry professional liability insurance for errors and omissions in an amount not less than \$1,000,000. Such insurance shall include the following:

a. A deductible or self-insured retention is permissible on this policy, providing that such deductible or self-insured retention shall not exceed \$50,000 per occurrence.

b. Said policy shall include a contractual liability endorsement on all written contracts, including this AGREEMENT.

c. Subconsultants of CONSULTANT providing services of a professional nature, shall provide evidence of their own professional liability insurance which meets the above specifications to CMA, or be added to CONSULTANT's policy as additional insured if said policy of CONSULTANT allows such addition.

Notwithstanding the above, in the event a subconsultant, after using its best efforts is unable to meet the professional liability insurance requirements provided in this **Section G, paragraph 2**, CMA, after examining the subconsultant's circumstances, may decide, in its sole discretion, to modify the professional liability requirements for such subconsultant.

3. Worker's Compensation. CONSULTANT shall carry Worker's Compensation Insurance as required by California Law, covering all work performed by CONSULTANT under the AGREEMENT, and all of CONSULTANT's personnel performing services under the AGREEMENT.

4. Certificates. Insurance certificates evidencing the policies described in this **Article I, Section G** are to be furnished to CMA and provide for not less than sixty (60) days prior written notice to CMA of any cancellation.

H. PROHIBITED INTEREST.

1. Solicitation. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure the AGREEMENT and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or

making the AGREEMENT. For breach of violation of this warranty, CMA shall have the right to rescind the AGREEMENT without liability.

2. Conflict of Interest. CONSULTANT agrees that, for the term of this AGREEMENT, no member, officer or employee of CMA, during his/her tenure or for one (1) year thereafter, or member or delegate to the Congress of the United States, shall have any direct interest in the AGREEMENT or any direct or material benefit arising therefrom.

3. Conflict of Employment. Employment by CONSULTANT of any current officer, executive director or other employee of CMA shall not be permitted even though such employment may be outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, for a period of one year after leaving office or employment, no officer, executive director or other employee of CMA shall, for compensation, act as agent or attorney or otherwise represent CONSULTANT by making any formal or informal appearance by making any oral or written communication before CMA, if the appearance or communication is made for the purpose of influencing administrative or legislative action, or influencing any action or proceeding involving the issuance, amendment, awarding or revocation of a permit, license, grant, entitlement or contract, or the sale or purchase of goods, services or property.

I. AFFIRMATIVE ACTION AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM.

1. In connection with the execution of the AGREEMENT, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination.

2. To the extent applicable, CONSULTANT will comply with CMA's Disadvantaged Business Enterprise (DBE) Program.

J. NOTIFICATION.

All notices hereunder and communications regarding interpretation of the terms of the AGREEMENT or changes thereto shall be effected by the mailing thereof by registered or certified mail, postage prepaid and addressed as follows:

CONSULTANT:

ATTN: (name)
(address)
(city), CA (zip)

CMA:

ALAMEDA COUNTY CONGESTION
MANAGEMENT AGENCY

ATTN: Dennis Fay
Executive Director
1333 Broadway, Suite 220
Oakland, CA 94612-1918

K. AUDIT OF BOOKS AND RECORDS.

CONSULTANT shall make available to CMA, its authorized agents (including but not limited to representatives of the state and federal governments), officers and employees, for examination, any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to CMA, and shall furnish to CMA, its agents, and employees, such other evidence or information as CMA may require with respect to any such expense or disbursement charged by CONSULTANT.

The records described in this Section shall be retained by CONSULTANT and made available for inspection by CMA for a period of three (3) years after this AGREEMENT is terminated. The audit to determine final compensation will be accomplished by CMA within one year after completion of the PROJECT.

L. ENTIRE AGREEMENT.

This AGREEMENT constitutes the entire agreement between the parties hereto relating to the PROJECT and supersedes any previous agreement or understanding.

ARTICLE II - SCHEDULE

A. SCHEDULE OF WORK.

CONSULTANT shall conform with the schedule set forth in **Appendix C**, “Milestone Schedule,” attached hereto and by this reference incorporated herein, except as otherwise modified by the AGREEMENT. In the event it becomes necessary to modify the Schedule of Work, CONSULTANT will prepare a revised schedule for review and approval by CMA. When a revised schedule has been submitted to and approved by CMA, it will be substituted for **Appendix C** and will become a part of this AGREEMENT. CONSULTANT is responsible for reporting in a prompt and timely manner whenever it appears the established work schedule will not be met, whether or not the reasons for anticipated delay are within CONSULTANT’s control.

B. REPORTING.

Monthly progress reports in a form acceptable to CMA, which describe work accomplished, shall be submitted with CONSULTANT’s monthly billings. CMA agrees to respond to CONSULTANT’s draft report submissions in accordance with the Schedule of Work.

C. DELAY.

Neither party hereto shall be considered in the default in the performance of its duties and obligations under this AGREEMENT with respect to the “Milestone Schedule”, to the extent that the performance of any obligation is prevented or delayed by an Excusable Delay as defined herein. Should CONSULTANT’s services be delayed by any mutually agreed upon excusable cause, CONSULTANT’s schedule for completion of tasks affected by such delay shall be extended as agreed to by CMA. CONSULTANT shall take all reasonable actions to minimize any schedule extensions or additional costs to CMA resulting from such delay. Excusable Delays may include, but are not limited to, acts of God or of the public enemy, acts or failures to act of other agencies or CMA (in either their sovereign or contractual capacity), embargoes, and unusually severe weather. In every case, the failure to perform must be reasonably beyond the control and without the fault or negligence of CONSULTANT.

D. NOTICE OF POTENTIAL DELAY.

As a condition precedent to the approval of an extension of time to complete the established work schedule, CONSULTANT shall give written notice to CMA within seven (7) working days after CONSULTANT knows or should know of any cause or condition which might,

under reasonably foreseeable circumstances, result in delay for which CONSULTANT may claim an extension of time.

ARTICLE III – COMPENSATION/PAYMENT

A. INVOICES AND TIME OF PAYMENT.

1. For all services described in **Article I** and **Appendix A**, payment is due within thirty (30) days after receipt of billing of the amount due for all services rendered during the month, except as otherwise provided in this **Section A**. Payment for service will represent the value of the completed scope of work as measured by expended costs to date.

2. CMA shall withhold ten percent (10%) of each progress payment referred to in **paragraph 1** above. *[Delete this paragraph if not applicable to this contract]*

3. If CMA disputes any portion of the amount due to CONSULTANT, it may, at its sole discretion, withhold payment up to 150% of the disputed amount pending resolution of the dispute. If any amount is wrongfully withheld or not paid to CONSULTANT on a timely basis, CMA shall pay to CONSULTANT 1.5% per month for the improperly withheld amount for each month which payment is wrongfully withheld or not paid. In any action for the collection of amount withheld in violation of this provision, the prevailing party shall be entitled to reasonable attorney's fees and costs.

4. CONSULTANT agrees that within twenty (20) days of receipt of payment from CMA, CONSULTANT shall pay to its subconsultants all amounts due from such payment, subject to such legal requirements under federal or state law regarding withholding of disputed payments and applicable penalties.

5. The format of payment invoices shall be as mutually agreed upon by CONSULTANT and CMA.

6. CMA may, on occasion, request reasonable documentation for certain expense items. In such instances, payment for all other amounts in the invoice for which additional documentation is not required will be made.

7. Upon CMA's Final Acceptance pursuant to **Article I, Section A, paragraph 20**, CONSULTANT shall submit a final invoice to CMA and request final retention payment. CMA shall make final retention payment to CONSULTANT within 45 days of receipt of billing of the

amount due. Final Payment shall be subject to the provisions of **paragraphs 1 and 3** above with regard to CMA's right to withhold disputed payments, CONSULTANT's rights to 1.5% payment on wrongfully withheld or untimely payment, any prevailing party's reasonable legal fees and costs and payments to subconsultants.

8. CONSULTANT agrees that the cost principles set forth in Title 48 CFR, Chapter 1, Part 31 (Cost Principles and Procedures) shall be used to determine the allowability of individual cost items. Any costs for which payments have been made to CONSULTANT which are determined by subsequent audit to be unallowable under these cost principles are subject to repayment by CONSULTANT to CMA.

9. CONSULTANT agrees to comply with federal procedures in accordance with Title 49 CFR, Part 18 (Uniform Administrative Requirements for Grants and Agreements with States and Local Governments).

10. If any subconsultant provides services pursuant to this AGREEMENT, the agreement with said subconsultant shall contain a clause to the effect that the provisions of **paragraphs 8 and 9** above shall apply to said subconsultant.

B. SUSPENSION OF WORK.

In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, CONSULTANT may, after giving fifteen (15) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. Upon receipt of payment in full for services rendered, CONSULTANT will continue with all authorized services. Payment of all compensation due CONSULTANT pursuant to this AGREEMENT shall be a condition precedent to CMA's use of any of CONSULTANT's professional service work products furnished under this AGREEMENT.

ARTICLE IV - OBLIGATIONS OF CONSULTANT

A. AUTHORIZATION TO PROCEED.

CONSULTANT will not begin work on any of the services described in **Article I** until CMA directs it in writing to proceed.

ARTICLE V – OBLIGATIONS OF CMA

A. CMA-FURNISHED DATA.

CMA will provide to CONSULTANT all relevant technical data in CMA's possession, including, but not limited to, previous reports, /maps, surveys, borings,/ and all other information relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CMA.

B. ACCESS TO FACILITIES.

CMA will make its facilities reasonably accessible to CONSULTANT as required for CONSULTANT's performance of its service.

C. TIMELY REVIEW.

CMA will examine the studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as CMA deems appropriate; and render, in writing, decisions required of CMA in a timely manner.

D. PROMPT NOTICE.

CMA will give prompt written notice to CONSULTANT whenever CMA observes or becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect in the work of CONSULTANT or its subconsultants.

ARTICLE VI - APPENDICES, SCHEDULES AND SIGNATURES

This AGREEMENT, including its Appendices, constitutes the entire agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

The following Appendices are hereby made a part of this AGREEMENT:

Appendix A: DETAILED SCOPE OF WORK

Appendix B: CONSULTANT AND SUBCONSULTANT FIRMS KEY PROJECT
PERSONNEL

Appendix C: MILESTONE SCHEDULE

Appendix D: PROJECT COST PROPOSAL

IN WITNESS WHEREOF, CMA has by order caused the AGREEMENT to be subscribed by the binding authority of CMA and CONSULTANT has caused the AGREEMENT to be subscribed on its behalf by duly authorized signees.

CONSULTANT:

By: _____

Name: _____

Its: _____

Date: _____

CMA:

ALAMEDA COUNTY CONGESTION
MANAGEMENT AGENCY

By: _____

Dennis Fay, Executive Director

Date: _____

Recommended For Approval

By: _____

Name / Title

Approved as to form and legality:

Wendel, Rosen, Black & Dean LLP
Legal Counsel to CMA

APPENDIX A
to the
AGREEMENT
between the
ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY
and

DETAILED SCOPE OF WORK

APPENDIX B
to the
AGREEMENT
between the
ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY
and

CONSULTANT AND SUBCONSULTANT
FIRMS KEY PROJECT PERSONNEL

APPENDIX C
to the
AGREEMENT
between the
ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY
and

MILESTONE SCHEDULE

APPENDIX D
to the
AGREEMENT
between the
ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY
and

PROJECT COST PROPOSAL